

**IN THE UNITED STATES DISTRICT COURT OF THE EASTERN DISTRICT OF
PENNSYLVANIA**

KENNETH REYNOLDS

And his wife :
JOAN CHIEN :

V. :

STATE FARM INSURANCE COMPANIES. :
One State Farm Drive :
Frederick MD 21709 :

CIVIL ACTION NO. 07-176 (SLR)



COMPLAINT

Plaintiffs, Kenneth Reynolds and Joan Chien, move this court, pursuant to Pennsylvania Rule of Civil Procedure 3146(a)(1), for a hearing and assessment of the **LIABILITY** of the insurer under policy number in effect on July 3, 2006 and aver the following: BD

1. Plaintiffs obtained a valid judgment against uninsured Defendants Viking Transport, Inc., Frank Buono, and Jorge Gonzales ("Defendants") in the Court of Common Pleas of Philadelphia County, Pennsylvania after suing for damages for an accident occurring in Philadelphia Pennsylvania on July 3, 2002..
2. At all times, plaintiffs were insured by defendant under a Delaware automobile insurance policy believed to be number 41734-F14-08
3. Despite repeated timely demand, defendant refused to provide the statutory coverage of Uninsured Motorist coverage which could be as much as \$300,000 per plaintiff.

WHEREFORE, Plaintiffs pray that this Honorable Court schedule a hearing to assess damages pursuant to the insurance policy or permit a claim for damages under DIVERSITY jurisdiction.

Count II. Collecting extra premiums for each vehicle but failing to provide any extra coverage.

vehicle for uninsured motorist coverage; yet when multiple vehicles on the same policy have uninsured motorist coverage, only the highest amount of coverage for any vehicle on the same policy is permitted to be paid out; in other words, one need only pay for one vehicle to have maximum coverage to have maximum coverage on all vehicles on the policy so long as any lesser coverage (but not NO coverage) is purchased; and therefore collecting additional fees for maximum coverage on all other vehicles on the same policy once maximum uninsured motorist benefits are purchased for one vehicle on the same policy. Purchasing any level of uninsured motorist benefits affords no greater uninsured motorist coverage amounts than if the minimal amount of coverage is purchased for all other vehicles on the same policy so long as all vehicles on the policy have some type of uninsured motorist coverage and one vehicle on the policy has maximum coverage.

WHEREFORE, A CLASS OF DELAWARE MOTORISTS IS PAYING HIGHER PREMIUMS THAN NECESSARY AND GETTING NO GREATER BENEFIT THAN IF THEY PURCHASED LESSER COVERAGE FOR ALL BUT ONE VEHICLE ON THEIR POLICY WITH DEFENDANT.

SHELLY FARBER, ESQUIRE
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IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF
PENNSYLVANIA

KENNETH REYNOLDS and JOAN CHIEN:
Plaintiffs

No. 06-CV-03013

v.

STATE FARM INSURANCE COMPANY
Defendant

ACCEPTANCE OF SERVICE

TO THE CLERK OF COURT:

The undersigned counsel of record in this case hereby accepts service of Plaintiff's Complaint on this _____ day of September, 2006.

BENNET, BRICKLIN & SALTSBURG LLP

BY: _____

LOUIS E. BRICKLIN, ESQUIRE

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